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BEFORE THE ARIZONA CORPORATION COMMISSION

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COMMISSIONER
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2001 OCT 10 P 4: 08

AZ CORP COMMISSION
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IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-00000A-97-0238

**QWEST CORPORATION'S NOTICE OF ERRATA TO ITS COMMENTS TO
THE HEARING DIVISION'S EMERGING SERVICES REPORT ISSUED**

SEPTEMBER 28, 2001

Qwest Corporation hereby provides notice of errata to its Comments to the Hearing Division's Emerging Services Report Issued September 28, 2001, which was filed in this matter on October 9, 2001. On page 8, in the second paragraph, the words "contractual agreements" have been changed to "underlying technical documents". Attached hereto is a corrected red-lined page 8, showing the corrected wording. No other changes have been made.

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Arizona Corporation Commission

DOCKETED

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OCT 10 2001

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DOCKETED BY

Respectfully submitted this 10th day of October, 2001.



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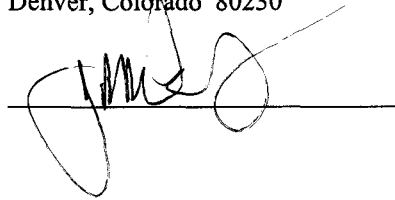
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A handwritten signature in black ink, appearing to be 'Adrienne', is written over a horizontal line.

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The concept of detrimental reliance flows from the doctrine of estoppel. The Arizona Supreme Court held that a party seeking to utilize equitable estoppel must establish: “(1) the party to be estopped commits acts inconsistent with a position it later adopts; (2) reliance by the other party; and (3) injury to the latter resulting from the former’s repudiation of its prior conduct. *Valencia Energy Co. v. Arizona Dept. of Revenue*, 191 Ariz. 565, 576, 959 P.2d 1256, 1267 (1998). The Arizona Supreme Court further requires reliance under the doctrine to be “reasonable and justifiable.” *Id.* at 191 Az. 565, 577, 959 P.2d 1256, 1268. Reliance cannot be considered reasonable or justified when the party claiming estoppel was on notice that it should make further inquiries or if the party had knowledge to the contrary if its reliance. *Id.*

In the instant case, it is disingenuous for a CLEC to assert equitable estoppel when all evidence clearly suggests that the alleged reliance was anything but reasonable or justified. The SGAT is known by all to be the controlling contractual document and all ~~contractual agreements~~ underlying technical documents must comply with the provisions therein. Any suggested reliance upon a conflicting document is patently unreasonable given the regulatory climate. The cause of action available to the CLECs should be for breach of contract under the interconnection agreement. Qwest respectfully requests that the Commission strike paragraph 133 of the recommended decision.

V. CONCLUSION

Qwest, again, commends the Staff and the Hearing Division for their hard work in completing this Emerging Services Report. Qwest is prepared to accept virtually every aspect of the Report. Nonetheless, Qwest seeks reversal of one issue and clarification of